



**Request for Proposals 22-01
INDIANA EDUCATION SCHOLARSHIP ACCOUNT PROGRAM
(INESA)**

**For
INESA Account Management Services**

**RELEASE DATE: JANUARY 31, 2022
DEADLINE FOR INQUIRIES: FEBRUARY 16, 2022
DEADLINE FOR SUBMISSION: FEBRUARY 25, 2022**

INESA CONTACT

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TABLE OF CONTENTS

I. INTRODUCTION	3
II. SCOPE OF WORK	7
III. PROPOSAL PREPARATION REQUIREMENTS	9
IV. SELECTION PROCESS AND CRITERIA	14
ATTACHMENT A – ACCOUNT MANAGEMENT SERVICES AGREEMENT	15
ATTACHMENT B – LIST OF APPROVED DEPOSITORIES.....	21
ATTACHMENT C – COST PROPOSAL SCHEDULE.....	27

I. INTRODUCTION

A. BACKGROUND

The Indiana Education Scholarship Account Program (INESA) requests proposals from qualified account management firms (Providers) who wish to provide account management services (Services) for eligible students and participating entities.

INESA is a program of the State of Indiana, administered and overseen by the Indiana Treasurer of State (TOS). INESA was established in 2021 and is projected to take effect in the 2022-2023 school year. Through the use of dedicated scholarship money, families of eligible students or emancipated eligible students who participate in INESA have the opportunity to choose the educational environment and services that help them best meet their unique learning needs. A student will be eligible if they meet specific residency, age, disability, and income requirements. Scholarship money may be used to purchase approved educational programs, therapies, services, tuition and fees, and other expenses related to the student's education. Scholarship funds will be deposited directly into each student's account which will be available to parents via a secure online portal. Parents can then make payments directly to participating entities from the student's account, no reimbursements or debit cards will be issued.

A participating entity is an individual, organization, agency, or other entity authorized by the Indiana Treasurer of State's Office to provide services to INESA students. All participating entities must meet the requirements of INESA at the time of application and throughout the duration of participation in the program. If a parent would like to use INESA funds to make payments to a service provider that is not currently on the pre-approved list, the provider must first apply and be approved to participate in the program.

An eligible student's grant amount will consist of 90% of the tuition support allotted per student based on their geographically assigned public school district. If the parent opts for the student to receive special education services outside of the public school, the grant amount will also include 100% of the APC (or special education dollars) based on disability.

B. ACCOUNT MANAGEMENT

INESA intends to contract with a qualified account management firm or financial institution to develop, implement, maintain, and manage accounts for qualified students and participating entities. The Provider must possess the requisite knowledge and previous experience in administering such accounts.

C. AUTHORITY

Authority for this request is derived from Indiana Code § 20-51.4-3-2.

D. SCHEDULE OF EVENTS

Unless otherwise specified below, all deadlines are at **4:00 PM EDT** on each date listed. INESA reserves the right to adjust this schedule in its sole discretion.

DESCRIPTION	DATE
Release of RFP	January 31, 2022
Final Date for Questions from Potential Providers	February 16, 2022

INESA Responses to Questions	February 18, 2022
Deadline for Submission of Proposals	February 25, 2022

E. WRITTEN QUESTIONS PROCESS

All questions and requests for clarification related to this RFP process must be submitted in writing via email by **February 16, 2022 by 4:00 PM EDT** to JGuglielmo@tos.IN.gov. The email subject line should contain the following phrase: **“REQUEST FOR PROPOSALS 22-01 WRITTEN QUESTIONS”**.

Subsequent to the Written Questions deadline, INESA will compile a list of the questions submitted by all Providers. Answers to the questions will be posted to the INESA website at <https://www.in.gov/tos/INESA/>. Only answers posted on the INESA website will be considered official and valid. No Provider shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Please note that Jaclyn A. Guglielmo, Executive Director of INESA, is the only point of contact for this RFP. Inquiries are not to be directed to any other staff member of the Office of the Indiana Treasurer of State. Such action may disqualify the Provider from further consideration for a contract resulting from the RFP.

F. AUTHORITY’S RIGHT TO AMEND AND/OR CANCEL THE RFP

INESA reserves the right to amend this RFP. If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for submissions, then an addendum will be posted on INESA’s website.

By submitting a response, the Provider shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Provider submitted its response) unless expressly stated otherwise in the provider’s response. Providers are encouraged to frequently check the RFP for additional information. Finally, INESA reserves the right to cancel this RFP at any time.

G. COSTS FOR PREPARING RESPONSES

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in this RFP process is the sole responsibility of the Provider. INESA will not provide reimbursement for such costs.

H. CONFIDENTIALITY

Providers are advised that materials contained in Proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after award, the entire Request for Projects Services file may be viewed and copied by any member of the public, including news agencies and competitors. Providers claiming a statutory exception to the APRA must indicate so on a

separate attachment labeled “Confidential Documentation Listing”. That document should include the following information:

- List all documents claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA applies to each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies to each document.

When claiming confidential information, Providers should submit two versions of their response: 1) a confidential version (for INESA’s review and evaluation); and 2) a redacted version (for public records requests).

INESA reserves the right to make determinations of confidentiality. If the Provider does not identify the statutory exception, INESA will not consider the submission confidential. If INESA does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor.

Prices are NOT confidential information.

I. RFP RELEASE

The release of this RFP is formally communicated through the posting of this RFP on INESA’s website, which is accessible online as follows: <https://www.in.gov/tos/INESA/>.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP or opening provided links or documents should be reported immediately to the INESA Contact.

J. GENERAL REQUIREMENTS AND CONSIDERATIONS

The Provider will provide the Services to INESA. Providers should affirm that they will fully satisfy the following General Requirements or elaborate on any modification or exception to them. **A Proposal that takes exception to any portion of the Scope of Work may be rejected.**

1. **Mandatory Contractual Terms.** By submitting an offer in response to this RFP, a Provider, if selected for award, will be deemed to have accepted the terms of this RFP and the Account Management Services Agreement which is attached hereto and by this reference incorporated herein as *Attachment A*. INESA reserves the right to further negotiate the terms of the Agreement, in its discretion. **Any exceptions to this RFP or the Agreement must be clearly identified in the Cover Letter to the Technical Proposal.**
2. **Agreement Duration.** If a Provider is selected pursuant to the RFP, the Agreement will become effective upon execution and will remain effective for a period of two years (with the possibility of renewal terms of one year, each at the sole option of INESA).

3. **Compensation and Payment.** The Provider will be compensated for the Services under the Agreement directly by INESA. The Provider will not receive additional compensation for miscellaneous charges including, but not limited to, photocopying, postage, telephone, facsimile, shipping/handling and courier/messenger costs between the Provider's location(s) and INESA's offices. This type of administrative/operational expense may not be part of the Provider's Cost Proposal.

The Provider will not receive compensation for travel time or related expenses such as transportation, mileage, parking, etc., for meetings with INESA or any vendors rendering Services to INESA and/or the Provider. Travel related expenses may not be part of the Provider's Cost Proposal.

4. **Confidential Information.** The Provider must recognize that all information concerning INESA and its participants is the sole property of INESA, is confidential and is not to be used by the Provider for any other purpose.

K. DEFINITION OF TERMS

Account - refers to an Indiana education scholarship account established by an eligible student's parent or an emancipated (as described in IC 20-26-11-4) eligible student under IC 20-51.4-4-1.

ADA Compliant – compliance with the Americans with Disabilities Act, including all applicable regulations adopted thereunder, Web Content Accessibility Guidelines 2.0 (Level AA), and Section 508 of the Rehabilitation Act of 1973, including all applicable regulations adopted thereunder.

Agreement – the account management services agreement entered into between INESA and the successful Provider.

Annual Grant Amount - refers to the annual grant amount deposited into the eligible student's account under IC 20-51.4-4-2.

Eligible Student - an individual who: (1) has legal settlement in Indiana; (2) is at least five (5) years of age and less than twenty-two (22) years of age on the date in the school year specified in IC 20-33-2-7; (3) is a student with a disability at the time the account is established who requires special education and for whom: (A) an individualized education program; (B) a service plan developed under 511 IAC 7-34; or (C) a choice special education plan developed under 511 IAC 7-49; has been developed; and (4) meets the annual income qualification requirement for a choice scholarship student under IC 20-51-1.

Fund - refers to the Indiana education scholarship account program fund established by IC 20-51.4-4-3.

Participating Entity or "INESA provider" - refers to an individual or entity authorized by the Indiana Treasurer of State to participate in the program under IC 20-51.4-5-2.

Program - refers to the Indiana education scholarship account program established by IC 20-51.4-3-1.

Provider(s) – companies who wish to provide account management services for INESA.

Public School - refers to a school maintained by a school corporation or a charter school.

Qualified Expenses - costs for education-related services, products, programs, and therapies provided by an INESA Provider for which scholarship grants may be used. This includes tuition and fees at schools and other education providers; training programs and camps; fee-for-service transportation; supplemental services and therapies; costs associated with paraprofessionals; and fees for state assessments.

Qualified School - a nonpublic school accredited by either the state board or a national or regional accreditation agency that is recognized by the state board: (1) to which an eligible student is required to pay tuition to attend; and (2) that agrees to enroll an eligible student.

L. MINIMUM QUALIFICATIONS

Registration to do Business. Providers must be registered, and be in good standing, with the Indiana Secretary of State (IC 5-22-16-4). Providers may do so at <https://inbiz.in.gov>.

II. SCOPE OF WORK

The Provider shall provide the Services outlined below. The Provider will be expected to provide these services under the control and direction of the Executive Director of INESA (Executive Director).

Detailed information regarding the requirements to be met and the tasks to be performed are provided below and in other Sections throughout this RFP. Providers are encouraged to recommend and include in their Technical Proposals any other services or activities necessary or beneficial to the successful account management of INESA. These should be included in the Technical Proposal and the Cost Proposal, as applicable, submitted by the Provider. Notwithstanding any other provision hereof, the Provider(s) must be capable of providing the Services required hereunder immediately following INESA's review and approval of the Account Management Plan.

ACCOUNT MANAGEMENT PLAN

The Provider shall develop an Account Management Plan for INESA comprised of the areas listed below and shall be responsible for carrying out the concepts provided in the Account Management Plan.

1. General. The Account Management Plan shall include the development, implementation, maintenance, and management of:

- An online platform/portal for families of eligible students or emancipated eligible students to:
 - Create a secure account
 - Make payments from the account to participating entities
 - Check account status
 - Receive quarterly disbursements from the state
 - Research, compare, select, and purchase qualified expenses directly from participating entities

- Upload related documents, including but not limited to invoices, contracts, receipts, or any other document required by INESA to verify payments
- Renew annually and retain rollover amounts from previous years in compliance with IC 20-51.4-4-2(b)
- Each account must be maintained as a separate account for the use of each individual student with a unique identifying number
- An online platform/portal for service providers to:
 - Create a secure account
 - Securely hold and manage banking information for each service provider
 - Accept payments from eligible students for qualified expenses
 - Refund money directly to student accounts

2. Technology. The Account Management Plan shall:

- Provide the TOS with direct real-time access to account and financial information
- Provide detailed account transaction activity as well as historical data
- Provide functionality for the TOS to prioritize payments to specific entities (e.g., qualified schools and/or other primary service providers)
- Use appropriate security and encryption technologies, including security technologies sufficient to provide for the confidentiality of the information stored or transmitted
- Support any standard, current web-browser software and provide for mobile/cellular accessibility
- Work with other third-party providers to incorporate other INESA data securely
- Automate the approval process based on criteria established by the TOS
- Allow for the upload of invoice/payment documentation
- Allow for accounts to be suspended/terminated and funds to be frozen and/or returned to the State at the request of the TOS
- Allow for periodic loading of funds in accounts after initial account creation and funding
- Prevent any withdrawal functions and/or transfer to any accounts/persons outside of the approved, closed system
- Prevent any outside deposits to the accounts
- Send updates to families and service providers on account balances, outstanding invoices and requests for payments, and other pending account actions
- Provide the functionality to create a cap or otherwise limit spending on certain categories of qualified expenses to participating entities, and allow for a waiver of such a spending cap upon approval from the TOS (e.g. transportation services are capped at \$750 per year IC 20-51.4-4-7)
- Enable the categorization of qualified expenses so that workflows can be tailored to the TOS's approval requirements
- Allow for the removal of a participating entity and/or temporarily or permanently disabling a participating entity's ability to receive payments via INESA accounts
- Allow for roll over of funds up to \$1000 per year per account in accordance with IC 20-51.4-4-2
- Provide the ability to generate reports that break down the information based on details related to the accounts, participating entities, and qualified expenses – individually and in aggregate
- Offer a full suite of customer support services, including but not necessarily limited to, online problem solutions, one-to-one interaction capabilities through phone or another synchronous platform through the internet

- Have a functional system up and running with all of the foregoing requirements met not later than August 1, 2022
3. **Training.** The Provider shall provide INESA, participating entities, and eligible students with the resources and/or training necessary to effectively access and use the account management services.
 4. **Reporting.** The Provider will prepare a review and/or summary of the effectiveness of INESA's account management strategy on a monthly, quarterly, and ad hoc basis at the direction of the Executive Director. These reports will highlight all operational details and account actions, including but not limited to submissions, approvals, rejections, the time it takes to submit, approve or reject, to INESA and make recommendations to improve or enhance future account management strategies.
 5. **Meetings.** After implementation, the Provider shall meet at least monthly with the Executive Director to review progress, provide necessary guidance to the Executive Director in solving problems that may arise, and provide advice and consultation for new initiatives. Meetings may be held at the Provider's location, INESA's office, by telephone or virtual means, or any other location in Indiana as determined by the Executive Director.

The Provider must also agree to ad hoc meetings throughout the year at mutually convenient times to address issues or concerns with existing projects; brainstorm new projects and initiatives; or to receive status updates with accurate timelines for ongoing or future projects as directed by the Executive Director.

6. **PDIF/FDIC Insurance Requirements.** The Provider must demonstrate how funds on an individual account will be insured by either Indiana's Public Deposit Insurance Fund (PDIF) or by the Federal Deposit Insurance Corporation. For funds to be considered eligible for coverage by the PDIF, Provider must utilize financial institutions who are approved by the state to hold public funds under IC 5-13-9.5. The list of approved depositories is attached to the RFP as *Attachment B*. Conversely, if the Providers proposes a system in which funds remain with the State until dispersed for vendor and merchant payments, then insurance is not required.

III. PROPOSAL PREPARATION REQUIREMENTS

A. GENERAL

To facilitate timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Providers are required to format their proposals in a manner consistent with the guidelines described below:

- Each item requested below in Sections B through D must be addressed in the Provider's proposal.
- The Cover Letter must be in the form of a letter.
- The Technical Proposal must be organized under the specific section titles as listed below.
- Please submit the Technical Proposal, the Cost Proposal, and all attachments in PDF format.
- Confidential information must also be clearly marked in a separate folder/file.

Agreement. Providers must be able to agree to the terms and conditions of the Account Management Services Agreement attached hereto as *Attachment A*.

Subcontractors. The Provider is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Provider's proposal must identify all subcontractors and describe the contractual relationship between the Provider and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Provider must be in compliance with State law and will be subject to the provisions thereof. For each portion of the Services to be provided by a subcontractor, the Technical Proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Provider and any or all subcontractors will be considered in INESA's evaluation. The Provider must furnish information to INESA as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by INESA. All subcontracts held by the Provider must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of INESA.

The Provider must list any subcontractor's name, address, and the state in which they formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for the subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Provider of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. There is no specific goal for Minority, Women, or Veteran Owned Business participation in this RFP. However, for information purposes, the Provider should indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business as defined under IC 4-13-16.5-1, Executive Order 13-04, and IC 5-22-14-3.5.

B. COVER LETTER

The Cover Letter must be no longer than four (4) pages in length and address the following topics:

Agreement with Requirements of the Scope of Work listed in Section II. The Provider must explicitly acknowledge understanding of the general information presented in Section II and agreement with or any modification or exception to any requirements/conditions listed in Section II or *Attachment A – Account Management Services Agreement*. **A Proposal that takes exception to any portion of the Scope of Work or to the requirements of the Agreement terms may be rejected.**

Summary of Ability and Desire to Supply the Services. The Cover Letter must briefly summarize the Provider's ability to supply the Services that meet the requirements of Section II of this RFP.

Signature of Authorized Representative. A person authorized to commit the Provider to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section II, must sign the Cover Letter. In the Cover Letter, please indicate the principal contact for the proposal along with an address, telephone, and e-mail address.

C. TECHNICAL PROPOSAL

The Technical Proposal must be no longer than fifteen (15) pages in length and include the following:

1. Introduction

- a. **Provider's Technical Information.** Please provide any information about your company that will allow INESA to evaluate the technical aspects proposed by your company as it relates to fulfilling the Scope of Work (Section II) for the Services.
- b. **Similar Work Experience.** Please describe your company's experience in serving clients of a similar size to INESA that also had a similar scope including, but not limited to account management services. Please provide specific clients and examples of actual work product.

2. Program of Service

This section will provide a detailed discussion of the Provider's service capabilities demonstrating the Provider's approaches to address the requirements outlined in Section II of this RFP. Program of Service will fully explain how the proposed Services will satisfy each requirement listed in this RFP (Section II - Scope of Work). Providers must include a transition and management plan to ensure continuity of Services currently being provided under INESA's existing contract, and also, a similar plan describing how they would ensure continuity of Services when the term of the Agreement concludes.

Each Provider should identify any subcontractors intended to be used in the performance of the Agreement, and the role each proposed subcontractor will perform in providing the Services. If the Provider will use no subcontractors, so state.

At a minimum, Providers must submit the following as part of their Program of Service:

- a. Describe the Provider's knowledge and experience in account management.
- b. Describe how the Provider plans to develop the Account Management Plan for INESA including:
 - Proposed steps and timeline for the development and implementation of the plan, and identify and discuss the experience of the staff to be assigned to the project
 - Plans to research and learn the target audience, including research procedures
 - Proposed methods for satisfying the payment processing solution requirements, including the logical progression of tasks starting with the initial steps to be accomplished and continuing until all proposed tasks are fully described.
 - Plans to develop and implement an account management system that is intuitive and automated, for use by INESA staff, qualified students, and participating entities

- Support the Provider will require from INESA to develop and implement the Account Management Plan
 - Plans to test and troubleshoot the reliability and security of the accounts
- c. Describe how the Provider will provide technical support to INESA, qualified students, and participating entities should problems arise.
- d. Provider must also address performance standards for all facets of account administration. These standards will include at a minimum:
- Procedures for requests to make changes to accounts, including quality controls;
 - Availability of live customer service representative; and
 - Procedures for ensuring security communication via internet or telephone or in writing.

3. Capabilities

At a minimum, Provider must:

- a. Describe the account management capabilities and clearly identify the application software modules, add-ons, utilities, tools, reports generators, underlying technology, and third-party applications that you would provide.
- b. Describe the staffing plan to provide the Services required by this RFP, including summary resumes for those with principal responsibilities for managing the Provider's responsibilities under the Agreement as well as for those with principal responsibilities for each functional area. Their resumes should include past experience servicing similar types of programs and any familiarity with INESA.
- c. Describe how the Provider proposes to properly evaluate the project team on a continual basis to ensure that quality standards are met.
- d. Please indicate if your software is housed on a server within the TOS or remotely on a cloud web-based system. If both options are available, please indicate the cost difference in the Cost Proposal.
- e. Provide three references that will be applicable to the specific Services requested in this RFP. INESA will have the right to contact any reference as part of the evaluation and selection process. If a Proposal uses a subcontractor(s), provide three references per subcontractor. If the Provider (or a subcontractor) provides this service or a similar service to a state or municipal government, the Provider must identify all such entities as a reference. References are to include descriptions of:
- i. The quality and breadth of services provided by the Provider;
 - ii. Each client reference is to include the following information:
 - Name of client organization: Name, title, and telephone number of point of contact for client organization;
 - Value and type of contract(s) supporting the client organization, the date the work was performed or the duration of contract(s) supporting the client

- organization, and the service location; and
- If the Provider is no longer serving this client, an explanation of why the Provider is no longer providing the services.

D. COST PROPOSAL

The provider shall provide all labor, equipment, materials, supplies, transportation, and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. The provider must include in its price all design, engineering, system and application database development, integration, delivery, installation, testing, training and warranty costs associated with all elements of the proposed payment processing solution system.

If any third-party vendors, modules, or services are needed or highly recommended, please clearly identify as such including vendor name and contract information and indicated if this additional vendor's service will need to contract separately for this. If applicable, please include the following costs associated with all proposed software applications and associated services.

Cost Proposal Schedule. The Provider must provide a firm, fixed price for all requirements set forth in this RFP. Please complete the *Cost Proposal Schedule – Attachment C* and submit as a separate PDF document along with the Provider's Technical Proposal. This cost proposal should include all costs related to the management and maintenance of the account management services sought under the RFP. The TOS and INESA would like to explore the option of paying all expenditures of this program as an administrative expense of INESA, with none passing through to the participants or account holders. Please include an estimate of any of those account management fees within the Cost Proposal Schedule.

Travel Reimbursement. INESA will not reimburse Provider for travel time or related expenses such as transportation, mileage, parking, etc., for meetings with INESA or any vendors rendering Services to INESA and/or the Provider. Travel related expenses may not be part of the Provider's Cost Proposal.

Net Pricing. All costs, including outside production costs, subcontractors' costs, or out-of-pocket expenses incurred will be invoiced at net, with no mark-up or commission.

E. SUBMISSION REQUIREMENTS

Each Provider must submit separate Technical and Cost Proposals in PDF format by e-mail to Jaclyn A. Guglielmo at JGuglielmo@tos.in.gov. All responses must be received no later than **February 25, 2022 by 4:00 PM EDT**. The subject line of the email submission must clearly state the following: "RESPONSE TO REQUEST FOR PROPOSALS 22-01".

F. ADDITIONAL INFORMATION

INESA may, at its discretion, ask one or more Providers for additional information and/or to meet with INESA to further discuss the provider's information.

IV. SELECTION PROCESS AND CRITERIA

A. AWARD OF CONTRACT

INESA reserves the right to reject any and all responses to this RFP. INESA may choose to appoint a selection committee to compile a list of finalists and either seek additional information from these Providers to clarify best and final offers and/or permit an oral presentation to INESA. INESA will determine which Proposal offers the best means of servicing the interests of INESA.

B. EVALUATION CRITERIA

Responses will be evaluated based on the following criteria, which is presented in no particular order:

- Demonstrated ability to provide and successfully implement an account management system for other private or government agencies;
- Demonstrated professional personnel and systems necessary to fulfill the stated scope of services;
- Demonstrated history of securely and accurately providing account management services;
- Experience in account management to individuals with disabilities;
- ADA compliance;
- Goal measurement and monitoring criteria; and
- Any other quality or characteristic deemed in the best interests of INESA.

C. PROVIDER NOTIFICATION / NOTIFICATION OF AWARD.

Unless otherwise indicated in the Cover Letter to the Technical Proposal, Providers will receive notification from INESA with regard to this RFP via e-mail.

It is the Provider's obligation to notify INESA of any changes in any address that may have occurred since the origination of this solicitation. INESA will not be held responsible for incorrect vendor/contractor addresses.

ATTACHMENT A – ACCOUNT MANAGEMENT SERVICES AGREEMENT

ACCOUNT MANAGEMENT SERVICES AGREEMENT

This Agreement (“Agreement”) effective _____, 2022, entered into by and between the Indiana Education Scholarship Account Program (“INESA”) and _____ (the “Provider”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Provider.** The Provider shall provide services to INESA as described in the Request for Account Management Services issued by INESA on January 31, 2022 and any amendments thereto (“RFP”), the Provider’s Technical and Cost Proposals submitted in response to the RFP, and the Schedules and Attachments to this Agreement. (Collectively, the “Services”).
- 2. Consideration.** The Provider will be paid as set forth in the Cost Proposal Schedule attached hereto as Attachment A. All services provided by the Provider under this Agreement must be performed to INESA’s reasonable satisfaction, as determined at the discretion of the undersigned INESA representative and in accordance with all applicable federal, State, local laws, ordinances, rules, and regulations. INESA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, State, or local statute, ordinance, rule, or regulation.
- 3. Term.** This Agreement shall commence on the date set forth above and shall be in effect for two years unless earlier terminated in accordance with the termination provisions of this Agreement. INESA, in its sole discretion, may renew this Agreement for additional one (1) year terms.
- 4. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments prepared by INESA, (3) RFP #22-01, (4) Provider’s response to RFP #22-01, and (5) attachments prepared by the Provider. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.
- 5. Access to Records.** The Provider and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by INESA or its authorized designees. Copies shall be furnished at no cost to INESA if requested.
- 6. Changes in Work.** The Provider shall not commence any additional work or change the scope of the work until authorized in writing by INESA. The Provider shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

7. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Provider prior to execution of this Contract, but specifically developed under this Agreement shall be considered “work for hire” and the Provider hereby transfers and assigns any ownership claims to INESA so that all Materials will be the property of INESA. If ownership interest in the Materials cannot be assigned to INESA, the Provider grants INESA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy, and create derivative works of the Materials.

B. Use of the Materials, other than related to Agreement performance by the Provider, without the prior written consent of INESA, is prohibited. During the performance of this Contract, the Provider shall be responsible for any loss of or damage to the Materials developed for or supplied by INESA and used to develop or assist in the services provided while the Materials are in the possession of the Provider. Any loss or damage thereto shall be restored at the Provider’s expense. The Provider shall provide INESA full, immediate, and unrestricted access to the Materials and to Provider’s work product during the term of this Agreement.

8. Provider Representations and Warranties.

A. The Provider shall comply with all applicable federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by INESA and the Provider to determine whether the provisions of this Agreement require formal modification.

B. The Provider and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with INESA as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Provider has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Provider shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the Provider is not familiar with these ethical requirements, the Provider should refer any questions to the Indiana Authority Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Provider or its agents violate any applicable ethical standards, INESA may, in its sole discretion, terminate this Agreement immediately upon notice to the Provider. In addition, the Provider may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Provider certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State of Indiana. The Provider agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Provider. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Provider is current in its payments and has submitted proof of such payment to INESA.

D. The Provider warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify INESA of any such actions. During the term of such actions, the Provider agrees that INESA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. The Provider warrants that the Provider and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INESA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

F. The Provider affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of Authority.

G. The signatory for the Provider has been duly authorized to execute this Agreement on behalf of the Provider and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Provider when his/her signature is affixed, and accepted by INESA

9. Confidentiality of INESA Information. The Provider understands and agrees that data, materials, and information disclosed to the Provider may contain confidential and protected information. The Provider covenants that data, material, and information gathered, based upon, or disclosed to the Provider for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of INESA.

10. Indemnification. The Provider agrees to indemnify, defend, and hold harmless INESA, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Provider and/or its subcontractors, if any, in the performance of this Agreement. INESA will not provide indemnification to the Provider.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to INESA within ten (10) days after receiving actual notice that the Provider, or an employee of the Provider in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Provider swears or affirms under the penalties of perjury that the Provider does not knowingly employ an unauthorized alien. The Provider further agrees that:

A. The Provider shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Provider is not required to participate should the E-Verify program cease to exist. Additionally,

the Provider is not required to participate if the Provider is self-employed and does not employ any employees.

B. The Provider shall not knowingly employ or Agreement with an unauthorized alien. The Provider shall not retain an employee or Agreement with a person that the Provider subsequently learns is an unauthorized alien.

C. The Provider shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Provider that the subcontractor does not knowingly employ or Agreement with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Provider agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

D. INESA may terminate for default if the Provider fails to cure a breach of this provision no later than thirty (30) days after being notified by INESA.

13. Independent Provider; Workers' Compensation Insurance. The Provider is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Provider shall provide all necessary unemployment and workers' compensation insurance for the Provider's employees.

14. Nondiscrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Provider covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). The Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between INESA and any applicant or employee of the Provider or any subcontractor.

B. INESA is a recipient of federal funds, and therefore, where applicable, the Provider and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

15. Penalties/Interest/Attorney's Fees. INESA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2. Notwithstanding the provisions contained in IC § 5-17-5, any liability

resulting from INESA's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

16. Public Record. The Provider acknowledges that INESA will not treat this Agreement as containing confidential information. Use by the public of the information contained in this Agreement shall not be considered an act of INESA.

17. Continuity of Services.

A. The Provider recognizes that the service(s) to be performed under this Agreement are vital to INESA and must be continued without interruption and that, upon Agreement expiration, a successor, either INESA or another contractor, may continue them. The Provider agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

B. The Provider shall, upon INESA's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to INESA's approval. The Provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

C. The Provider shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Provider also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Provider shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Agreement expiration that result from phase-in, phase-out operations).

18. Disputes.

A. Should any disputes arise with respect to this Contract, the Provider and INESA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Provider agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Provider fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INESA or the Provider as a result of such failure to proceed shall be borne by the Provider, and the Provider shall make no claim against INESA for such costs.

C. INESA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INESA to the Provider of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Provider to terminate this Contract, and the Provider may bring suit to collect these amounts without following the disputes procedure contained herein.

D. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of INESA as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of INESA should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

19. Funding Cancellation. When the State makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the State that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INESA, whenever and for any reason, INESA determines that such termination is in its best interest. Termination of services shall be affected by delivery to the Provider of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Provider shall be compensated for services properly rendered prior to the effective date of termination. INESA will not be liable for services performed after the effective date of termination. The Provider shall be compensated for services herein provided but in no case shall total payment made to the Provider exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

21. Termination for Default by INESA.

A. With the provision of thirty (30) days' notice to the Provider, INESA may terminate this Agreement in whole or in part if the Provider fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if INESA determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Agreement or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Agreement.

B. If INESA terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner INESA considers appropriate, services similar to those terminated, and the Provider will be liable to INESA for any excess costs for those supplies or services. However, in the sole discretion of INESA, the Provider shall continue the work not terminated.

C. INESA shall pay the Provider for completed services accepted. Failure to agree will be a dispute under the Disputes clause. INESA may withhold from these amounts any sum INESA determines to be necessary to protect INESA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of INESA in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

22. Termination for Default by the Provider. If INESA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Provider may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

23. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither INESA's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Contract, and the Provider shall be and remain liable to INESA in accordance with applicable law for all damages to INESA caused by the Provider's negligent performance of any of the services furnished under this Agreement.

24. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

25. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

26. Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

27. Assignment; Successors. The Provider binds its successors and assignees to all the terms and conditions of this Agreement. The Provider shall not assign or subcontract the whole

or any part of this Agreement without INESA's prior written consent. Additionally, the Provider shall provide prompt written notice to INESA of any change in the Provider's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

28. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Provider. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Provider, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a State officer, employee, or special INESA appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Provider attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

29. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

30. Survival. The provisions of Sections 5, 7, 9, 10, 16, and 17 shall survive termination of this Agreement.

In Witness Whereof, the Provider and INESA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[Provider]

INESA

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

ATTACHMENT B – LIST OF APPROVED DEPOSITORIES

Current Approved Depository List

As of 2022-01-31 10:18:48 Eastern Standard Time/EST

• Generated by Ryan Locke

Institution Account Name	Headquarter City	Headquarter State/Province
1ST SOURCE BANK	South Bend	IN
ALLIANCE BANK	Francesville	IN
AMERICAN COMMUNITY BANK OF INDIANA	Saint John	IN
BANK OF AMERICA, N.A.	Charlotte	NC
BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	Los Angeles	CA
BANK OF WOLCOTT	Wolcott	IN
BANTERRA BANK	Marion	IL
BATH STATE BANK	Bath	IN
BEACON CREDIT UNION	Wabash	IN
BEDFORD FEDERAL SAVINGS BANK	Bedford	IN
BIPPUS STATE BANK	Huntington	IN
BMO HARRIS BANK, N.A.	Chicago	IL
BOONVILLE FEDERAL SAVINGS BANK	Boonville	IN
BUSEY BANK	Champaign	IL
CAMPBELL & FETTER BANK	Kendallville	IN
CENTIER BANK	Whiting	IN
CENTRA CREDIT UNION	Columbus	IN
CENTREBANK	Veedersburg	IN
CITIZENS BANK	Mooreville	IN
CITIZENS STATE BANK (NEW CASTLE)	New Castle	IN
CIVISTA BANK	Sandusky	OH
COMMUNITY FIRST BANK OF INDIANA	Kokomo	IN
COMMUNITY STATE BANK (AVILLA)	Avilla	IN
COMMUNITY STATE BANK (BROOK)	Brook	IN
COMMUNITY STATE BANK (ROYAL CENTER)	Royal Center	IN
CRANE CREDIT UNION	Odon	IN
CROSSROADS BANK	Wabash	IN
DEMOTTE STATE BANK	Demotte	IN
FAIRMOUNT STATE BANK	Fairmount	IN
FAMILY HORIZONS CREDIT UNION	Indianapolis	IN
FARMERS AND MECHANICS FEDERAL SAVINGS BANK	Bloomfield	IN

FARMERS AND MERCHANTS BANK (BOSWELL)	Boswell	IN
FARMERS AND MERCHANTS BANK (LAOTTO)	Laotto	IN
FARMERS STATE BANK (LAGRANGE)	Lagrange	IN
FCN BANK, N.A.	Brookville	IN
FIELD & MAIN BANK	Henderson	KY
FIFTH THIRD BANK	Cincinnati	OH
FINANCIAL CENTER FIRST CREDIT UNION	Indianapolis	IN
FIREFIGHTERS CREDIT UNION	INDIANAPOLIS	IN
FIRST BANK OF BERNE	Berne	IN
FIRST BANK RICHMOND	Richmond	IN
FIRST FARMERS BANK & TRUST CO.	Converse	IN
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENSBURG	Greensburg	IN
FIRST FEDERAL SAVINGS BANK (EVANSVILLE)	Evansville	IN
FIRST FEDERAL SAVINGS BANK (HUNTINGTON)	Huntington	IN
FIRST FEDERAL SAVINGS BANK (ROCHESTER)	Rochester	IN
FIRST FEDERAL SAVINGS BANK OF ANGOLA	Angola	IN
FIRST FEDERAL SAVINGS BANK OF WASHINGTON	Washington	IN
FIRST FINANCIAL BANK	Cincinnati	OH
FIRST FINANCIAL BANK, N.A.	Terre Haute	IN
FIRST HARRISON BANK	Corydon	IN
FIRST INTERNET BANK OF INDIANA	Fishers	IN
FIRST MERCHANTS BANK	Muncie	IN
FIRST MIDWEST BANK	Chicago	IL
FIRST NATIONAL BANK (CLOVERDALE)	Cloverdale	IN
FIRST NATIONAL BANK (MONTEREY)	Monterey	IN
FIRST NATIONAL BANK OF CARMI	Carmi	IL
FIRST ROBINSON SAVINGS BANK, N.A.	Robinson	IL
FIRST SAVINGS BANK	Jeffersonville	IN
FIRST SAVINGS BANK OF HEGEWISCH	Chicago	IL
FIRST STATE BANK OF MIDDLEBURY	Middlebury	IN
FIRST STATE BANK OF PORTER	Porter	IN
FLAGSTAR BANK, FSB	Troy	MI
FORUM CREDIT UNION	Fishers	IN
FOUNTAIN TRUST COMPANY	Covington	IN
FOWLER STATE BANK	Fowler	IN
FREEDOM BANK	Huntingburg	IN
FRIENDSHIP STATE BANK	Friendship	IN
GARRETT STATE BANK	Garrett	IN
GERMAN AMERICAN BANK	Jasper	IN
GRANT COUNTY STATE BANK	Swayzee	IN

GREENFIELD BANKING COMPANY	Greenfield	IN
HENDRICKS COUNTY BANK AND TRUST COMPANY	Brownsburg	IN
HICKSVILLE BANK	Hicksville	OH
HOME BANK, S.B.	Martinsville	IN
HOME NATIONAL BANK OF THORNTOWN	Thorntown	IN
HOOSIER HEARTLAND STATE BANK	Crawfordsville	IN
HOOSIER HILLS CREDIT UNION	Bedford	IN
HORIZON BANK	Michigan City	IN
HUNTINGTON NATIONAL BANK	Columbus	OH
INDIANA MEMBERS CREDIT UNION	Indianapolis	IN
INTERRA CREDIT UNION	Goshen	IN
JACKSON COUNTY BANK	Seymour	IN
JPMORGAN CHASE BANK, N. A.	Columbus	OH
KENTLAND BANK	Kentland	IN
KENTLAND FEDERAL SAVINGS AND LOAN ASSOCIATION	Kentland	IN
KEY BANK, N.A.	Cleveland	OH
LAKE CITY BANK	Warsaw	IN
LEGENCE BANK	Eldorado	IL
LNB COMMUNITY BANK	Lynnville	IN
LOGANSPOUT SAVINGS BANK	Logansport	IN
MARTIN COUNTY COOPERATIVE CREDIT UNION	Loogootee	IN
MEMBERS ADVANTAGE CREDIT UNION	Michigan City	IN
MERCHANTS BANK OF INDIANA	Carmel	IN
MID-SOUTHERN SAVINGS BANK, FSB	Salem	IN
MUTUAL SAVINGS BANK	Franklin	IN
NAPOLEON STATE BANK	Napoleon	IN
NATIONAL BANK OF INDIANAPOLIS	Indianapolis	IN
NEW WASHINGTON STATE BANK	New Washington	IN
NORTH SALEM STATE BANK	North Salem	IN
NORTHWEST BANK	Warren	PA
OLD NATIONAL BANK	Evansville	IN
OLD PLANK TRAIL COMMUNITY BANK	New Lenox	IL
OWEN COUNTY STATE BANK	Spencer	IN
PEOPLES BANK SB	Munster	IN
PEOPLES STATE BANK	Ellettsville	IN
PEOPLES TRUST AND SAVINGS BANK	Boonville	IN
PNC BANK, N.A.	Wilmington	DE
PREMIER BANK	Youngstown	OH
PROVIDENCE BANK & TRUST	South Holland	IL

REGIONS BANK	Birmingham	AL
REPUBLIC BANK & TRUST COMPANY	Louisville	KY
RIDDELL NATIONAL BANK	Brazil	IN
SCOTTSBURG BUILDING AND LOAN ASSOCIATION	Scottsburg	IN
SECURITY FEDERAL SAVINGS BANK	Logansport	IN
SPENCER COUNTY BANK	Santa Claus	IN
SPRINGS VALLEY BANK & TRUST COMPANY	French Lick	IN
STALEY CREDIT UNION	Decatur	IL
STAR FINANCIAL BANK	Fort Wayne	IN
STATE BANK	Brownsburg	IN
STATE BANK AND TRUST COMPANY	Defiance	OH
STATE BANK OF MEDORA	Medora	IN
STOCK YARDS BANK & TRUST COMPANY	Louisville	KY
TEACHERS CREDIT UNION	South Bend	IN
TECH CREDIT UNION	Crown Point	IN
TERRE HAUTE SAVINGS BANK	Terre Haute	IN
THE FARMERS & MERCHANTS STATE BANK	Archbold	OH
THE FARMERS BANK (FRANKFORT)	Frankfort	IN
THE FARMERS STATE BANK (NEW MADISON)	New Madison	OH
THE PEOPLES BANK	Brownstown	IN
TRI-COUNTY BANK & TRUST COMPANY	Roachdale	IN
TRUIST BANK	Charlotte	NC
U.S. BANK, N.A.	Cincinnati	OH
UNION SAVINGS AND LOAN ASSOCIATION	Connersville	IN
UNITED FIDELITY BANK, FSB	Evansville	IN
VIA CREDIT UNION	Marion	IN
WAYNE BANK & TRUST COMPANY	Cambridge City	IN
WELLS FARGO BANK, N.A.	Sioux Falls	SD
WESBANCO BANK, INC.	Wheeling	WV
WESTERN INDIANA CREDIT UNION	Sullivan	IN
Total	Count	140

ATTACHMENT C – COST PROPOSAL SCHEDULE

This Cost Proposal Schedule includes the projects that INESA anticipates needing during the next year for its overall account management efforts. Pricing for these projects is being collected in anticipation of needing the specified type of work. Until the Account Management Plan is developed, there is no assurance that a project will be approved. **The Pricing Schedule contains a reference to the appropriate Scope of Work section for each project component.**

If a Provider anticipates that there would be “other” prices that INESA may incur for any of the projects listed below, these prices must be noted in “other” spaces provided under each heading, and clearly defined. Remember to include any labor costs - including staff, management, subcontractors, etc. Prices resulting from the projects listed below, but not included in this attachment may not be allowed during the course of the Agreement.

No charge: if there is not a charge for any of the services listed, please note with an “n/c”.

Not To Exceed: will be abbreviated as NTE

Hourly Rates- All hourly rates shall be priced as fully loaded labor rates defined as: The billing rate of a labor category that includes all profit, direct and indirect costs.

ACCOUNT MANAGEMENT PLAN. Indicate the total cost to develop the Account Management Plan. Indicate the total price for each line item.

	YEAR 1	YEAR 2	YEAR 3 (optional)
Account Management Plan Development			
Account Management Plan Execution & Maintenance			
Other			
TOTAL			

A. Plan Development

Total Price Not to Exceed \$ _____

B. Plan Execution and Maintenance

Total Price Not to Exceed \$ _____